

AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES CONTRACT BETWEEN

STATE OF ALASKA
ALASKA STATE LEGISLATURE
LEGISLATIVE BUDGET & AUDIT COMMITTEE
120 4th Street, State Capitol, Room 3
Juneau, AK 99801

AND

ENALYTICA, INC.
1875 Connecticut Ave., NW, 10th Floor
Washington, DC 20009

*****Amended Contract Amount- Not to Exceed \$80,000.00*****
(amount includes travel and all other expenses)

The parties to this Contract are the State of Alaska, Alaska State Legislature, Legislative Budget & Audit Committee, whose address is 120 4th Street, State Capitol, Room 3, Juneau, AK 99801-1182, (hereinafter referred to as the "Committee"), and Enalytica, Inc., whose address is 1875 Connecticut Ave. N.W., 10th Floor, Washington, D.C. 20009, (hereinafter referred to as the "Consultant.")

THE PURPOSE OF THIS AMENDMENT is to amend the terms of the original contract between the Committee and the Consultant signed by the Committee Chair June 8, 2016. This Amendment No. 1 extends the period of performance, increases the maximum total dollar amount for payments under the contract, and amends the payment schedule. The amendment also designates a new Project Director.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE II (PERIOD AND DATES OF PERFORMANCE), PARAGRAPH (A) IS AMENDED TO READ:

- (A) The period of performance under this Contract shall be from June 1, 2016, through May 31, 2017, unless terminated earlier as provided herein, or extended by mutual agreement of the parties. All reports and analysis and any necessary reviews and other summary writing requested after January 31, 2017 shall be completed and delivered to the Committee Chair by May 31, 2017, unless otherwise directed by the Project Director or Committee Chair.

CLAUSE III (COMPENSATION), PARAGRAPH (A) IS AMENDED TO READ:

- (A) The Consultant shall perform the work specified in this Contract, including providing all labor, materials, and equipment required to complete the work, for a total contract price that is calculated under this Clause and that may not exceed \$80,000.00, including travel and all other expenses.

CLAUSE III (COMPENSATION), PARAGRAPH (B) IS AMENDED TO READ:

- (B) (i) Starting June 1, 2016 through January 31, 2017, the Consultant shall be paid each calendar month a retainer of \$3,750. This retainer shall provide the legislature up to 1.25 calendar days of services by a key person per calendar month of the services, as described in Clause 1 (Statement of Scope of Work) of this contract. Subject to subparagraph (iii) of this Clause III(B), for each calendar day of services provided by a key person in excess of the 1.25 calendar days during the calendar month, the Committee shall pay the Consultant up to \$3,000 (the "Daily Rate") for each additional day of work by a key person. If, during a calendar month, services by a key person total less than 1.25 calendar days, the difference between the actual days of service and 1.25 days shall be rolled forward to the immediate subsequent two months without reduction of the 1.25 days available for each of the two subsequent months. If rolled forward days are not used in the two subsequent months, they expire. Days rolled forward shall be used in the order they are accrued, oldest first.
- (ii) Beginning February 1, 2017 through May 31, 2017, the Committee shall pay the Consultant in quarter day increments at a rate of \$3,000 per day, or \$750 per quarter day increment.
- (iii) The Consultant shall account and bill for days worked for in quarter-day increments. For each day of travel by a key person to or from Alaska for legislative meetings, the Committee will pay the Consultant \$1,500 for each key person. If a person works and travels on the same day, the person will be paid only the day rate for services and not also for the travel day. In this Clause III(B), one day is 8 hours, and a quarter-day is 2 hours.

CLAUSE III (COMPENSATION), PARAGRAPH (E) IS AMENDED TO READ:

- (E) Total payments under this Contract, including reimbursement payments under (D) of this Clause III (Compensation), may not exceed \$80,000.

CLAUSE XV (PROJECT DIRECTOR) IS AMENDED TO READ:

The Project Director is the person appointed by the Committee Chair. The Project Director shall be Katrina Matheny. The Project Director is authorized to oversee and direct the activities of the Consultant under this Contract. The Committee Chair may replace the Project Director at any time by providing notice to the Consultant.

CLAUSE XVI, (AUTHORIZATION; CERTIFICATION), PARAGRAPH (A) IS AMENDED BY ADDING A NEW SENTENCE TO READ:

The Legislative Procurement Procedure sec. 040 exemption justification and execution of Amendment No. 1 was authorized by a majority of the members of the Committee at a meeting on January 27, 2017. The sec. 040 exemption justification for Amendment No. 1 is attached as Exhibit A to this Amendment No. 1.

CLAUSE XVI (AUTHORIZATION; CERTIFICATION) IS AMENDED BY ADDING A NEW PARAGRAPH TO READ:

- (C) Execution of Amendment No. 1 by the Legislative Auditor hereby constitutes a certification that funds are available in an appropriation to pay for work performed under this Contract through May 31, 2017.

IN WITNESS WHEREOF, the parties have executed this Contract amendment on the dates indicated below:

CONSULTANT:



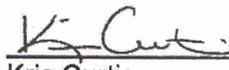
Date 1/31/17
Analytica, Inc.
Nikolaos Tsafos, President
1875 Connecticut Ave., NW, 10th Floor
Washington, DC 20009
Alaska Business License # 1026100

COMMITTEE CHAIR:



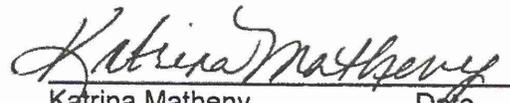
Date 1/31/17
Sen. Gary Stevens, Chair
Legislative Budget & Audit Committee
Procurement Officer

CERTIFYING AUTHORITY:



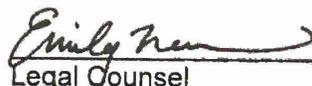
Date 1/31/17
Kris Curtis
Legislative Auditor

ACCEPTED:



Date 1/31/17
Katrina Matheny
Project Director

APPROVED AS TO FORM:



Date 1/31/17
Legal Counsel

Exhibit A

**Professional Services Contract between
Legislative Budget & Audit Committee
and
Enalytica, Inc.**

Written Justification for Section 040 (a) (1) Exemption

Under Section 040 (a) (1) of the Legislative Procurement Procedures, it is not practicable to award this contract by competitive sealed bidding, competitive sealed proposals, or other competitive method. Further, it is in the best interests of the legislature that the Legislative Budget and Audit Committee (LBA) award a contract to Enalytica, Inc., under this exemption.

The reasons for this are that contractor, Enalytica, Inc., is uniquely capable of providing the necessary services due to its immediate ability to provide sufficient and appropriate corporate resources, its particular professional knowledge and skills with regard to North Slope natural gas commercialization proposals and the Alaska LNG Project, and its ability to deliver the results of necessary analysis and provide a senior person for presentations as needed by legislative committees through the 2017 legislative session and special sessions. Further, the contract provides continuity in subject matter expertise and familiarity with the Alaska LNG Project to which the State is currently a party.¹ In addition, it would be very expensive, time consuming, and impractical for another contractor to familiarize itself with the prior work in order to perform this contract. It is necessary to act immediately to secure these commitments and assure the availability of these professional resources which are essential to responsible conduct of the legislature's deliberative process.



Sen. Gary Stevens, Chair Date
Legislative Budget & Audit Committee
Procurement Officer

1/2/17

¹This contract continues a key portion of work identified in the previous contract with Enalytica, Inc., related to the Alaska LNG Project.